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Electronically Recorded Official Public Records

Tarrant County Texas

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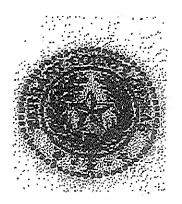
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Submitter: ACS



DALE PROPERTY SERVICES, LLC ATTN: RECORDING TEAM 500 TAYLOR ST. STE 600 FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE **100 WEST WEATHERFORD** FORT WORTH, TX 76196-0401

DO NOT DESTROY

<u>WARNING – THIS IS PART OF THE OFFICIAL RECORD</u>

ELECTRONICALLY RECORDED BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Producers 88 (4-89) — Paid Up With 640 Acres Pooling Provision STANDARD LEASE

PAID UP OIL AND GAS LEASE (No Surface Use)

Electronically Recorded Chesapeake Operating, Inc.

THIS LEASE AGREEMENT is made this 7th day of Jan., 2011, by and between FIRST TEXAS BHC. INC. whose address is address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496, as Lessee. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee the following described land, hereinafter called leased premises:

.20 ACRES OF LAND, MORE OR LESS, BEING LOT 5 IN BLOCK 171, OUT OF THE BELMONT PARK ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THAT CERTAIN PLAT RECORDED IN VOLUME 204, PAGE 83 OF THE PLAT RECORDS OF TARRANT

in the county of TARRANT, State of TEXAS, containing .20 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, In the county of TARKANT, State of TEMAS, containing ... gross acres, more or less (including any interests therein which Lessor may hereatter acquire by reversion, prescription or otherwise), for the purpose of exploring for, developing, producing and marketing oil and gas, along with all hydrocarbon and non hydrocarbon substances produced in association therewith (including geophysical/seismic operations). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three years (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be twenty five percent 25% of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty five percent (25)% of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of either producing oil or gas or other substances covered hereby in paying quantities or such wells are waiting on hydraulic fracture stimulation, but such well or wells are either shut-in or production there from is not being sold by Lessee, such well or wells are shut-in or production there from is not being sold by Lessee, such payment to be made to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut-in or production there from is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee islable f production of similar grade and gravity; (b) for gas (including casing head gas) and all other substances covered hereby, the royalty shall be twenty five percent (25)%

5. Except as provided for in Paragraph 3. above, if Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased

to accept payment hereunder, Lessor shall, at Lessee's request, deliver to Lessee a proper recordable instrument naming another institution as depository agent to receive payments.

5. Except as provided for in Paragraph 3, above, if Lessee drills a well which is incapable of producing in paying quantities (hereinater called "dry hole") on the lessed premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently experted from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease, and the horizontal control on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations on such dry hole or within 90 days after completion of operations or production of the primary term, or a tany time thererafter, this lease shall remain in force so long as any one or dry dry days after one operations are proceducted with one essation of more than 90 consecutive days, and if any such operations result in the production of other such as a production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing quantities from the leased premises or lands pooled therewith. The production of the producing quantities and therefore the producing of the producing of the producing in paying quantities and producing the producing days and producing

such part of the leased premises of lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's

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ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or hereunder, Lessee may pay or tender such shut-in royalties to the credit of decedent or decedent's estate in the depository designated above. If at any time two or more separately in proportion to the interest which each owns. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter Lessee with respect to the transferred interest, and failure of the transfere to satisfy such obligations with respect to the transferred interest, and failure of the transfere to satisfy such obligations with respect to the transferred interest hall not affect the rights of pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest shall not affect the rights of pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

10. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the net acreage interest in this lease then held by each. The area covered by this lease or any depths or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. In accordance with the net acreage interest retained hereunder.

the area covered by this lease or any deptite or zones there under, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. In accordance with the net acreage interest entered the accordance with the net acreage interest entered hereupt. Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced.

10. In exploring of, developing, proceeds entered the accordance with the net acreage interest entered the responsibility of the process. In the control of the process of the pr

and is 17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original

STATE OF TEXAS My Comm. Exp. 10-31-2011

17. This lease may be executed in counterparts, each of which is deemed an original and all of which only constitute one original.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, in the form of rental, bonus and royalty, are market sensitive and may vary depending on multiple factors and that hease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither partition that the lease values could get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first written above, but upon execution shall be binding on the signatory and the signatory's heirs, devisees, executors, administrators, successors and assigns, whether or not this lease has been executed by all parties hereinabove named as Lessor.

LESSOR (WHETHER ONE OR MORE)	
Signature: Lisanne Vairoson	Signature:
Printed Name: Lisanne Davidson General Counsel	Printed Name:
FIRST TEXAS BHC INC.	
ACKNOWLED	GMENT
STATE OF COUNTY OF	
This instrument was acknowledged before me on theday of	, 2010, by
	Notary Public, State of Texas Notary's name (printed):
	Notary's commission expires:
ACKNOWLEDGMENT	
STATE OF	SMENT
COUNTY OF	
This instrument was acknowledged before me on theday of	, 2010, by
	Notary Public, State of Texas
	Notary's name (printed); Notary's commission expires;
CORPORATE ACKNOWLEDGMENT	
STATE OF Togs	
COUNTY OF Tarrount This instrument was acknowledged before me on the 1 day of January 2010 by Lisanne Davidson of Eirst Texas Ritc, a Texas corporation, on behalf of said corporation.	
Tirest Texas BITC, a Texas corporation, on behalf of sai	d corporation.
	Notary Public, State of Texas
SUSAN E. HAMPTON	Notary's name (printed): Notary's commission expires: